

# DOMINION MANAGEMENT

BALTIMORE'S BEST RENTAL PROPERTIES

## LEASE AGREEMENT

This agreement of lease ("Lease"), made this **29<sup>th</sup> Day of April, 2015** whereby Dominion Management, LLC, agent for the owner [REDACTED] hereinafter referred to as Landlord, does hereby lease unto [REDACTED] hereinafter referred to as Tenant, the premises known as **3017 Erdman Ave., Baltimore, MD 21213**, hereinafter referred to as the "Premises", for a period commencing on the later of the **May 1<sup>st</sup>, 2015** or the date Landlord tenders possession of the Premises to Tenant, and ending on the **April 30<sup>th</sup>, 2017** at an annual rental of **Fifteen Thousand Seven Hundred Forty Four Dollars (\$15,744.00)**, payable in equal monthly installments of **One Thousand Three Hundred Twelve Dollars (\$1312.00)**, in advance, without notice, deduction, setoff, or demand, on the first day of each month.

HOUSING CHOICE VOUCHER PROGRAM: The Housing Authority of Baltimore City has a subsidized portion of the total rent in the amount **Six Hundred Five Dollars (\$605.00)**. The tenant is responsible for the remaining portion of the total rent in the amount **Seven Hundred Seven Dollars (\$707.00)**, which is subject to change at any time during the term of this lease agreement. In addition to the financial and tenant-related responsibilities outlined in this lease agreement, you are required to be present (or have someone over 18 years of age be present) during the Annual HQS Inspection which happens once a year. If for some reason, your residence fails the Annual HQS Inspection, twice, due to non-entry, you will be responsible for the full amount of the rent for the duration of the abatement. Consequently, you may lose your rental privileges in accordance with Section 9 of this lease as well as your Section 8 voucher. If any of the aforementioned happens, you will be fully financially responsible for this lease agreement until its' expiration and through its' renewal in accordance with this lease.

Tenant's Initials: [REDACTED]

This Lease is on the following terms, covenants, rules, and regulations which the Landlord and Tenant agree to keep and perform.

### LANDLORD AND TENANT AGREE THAT:

1. ASSIGNMENT & SUBLETTING: : Tenant shall not assign this Lease, or sublet said Premises, or any part thereof, nor permit the Premises to be occupied by anyone other than the persons specifically identified below, without the prior written consent of Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord for any reason or for no reason, nor shall Tenant allow, use or permit the Premises to be used for any purpose other than that of a private residential dwelling.

| Name       | DOB | Social Security No. | Sex | Relationship |
|------------|-----|---------------------|-----|--------------|
| [REDACTED] |     |                     |     |              |

SECURITY DEPOSIT: Landlord hereby acknowledges receipt from Tenant of the sum of **(\$500.00)**, paid prior hereto, to be held as security for the faithful performance by the Tenant of the covenants, conditions, rules and regulations contained herein. The Security Deposit will accrue interest at the rate of 1.5% per year, measured by the date the Security Deposit was paid. The Security Deposit, or any portion thereof, may be withheld for unpaid

Tenant's Initials: [REDACTED]

Rent, damage due to breach of this Lease or for damage by Tenant or the Tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Landlord. It is understood and agreed, however, that irrespective of said Security Deposit, Rent shall be paid when due, in accordance with the terms hereof. The Tenant shall have the right to be present when the Landlord, or the Landlord's agent, inspects the Premises in order to determine if any damage was done to the Premises, if the Tenant notifies the Landlord by certified mail of the Tenant's intention to move, the date of moving, and the Tenant's new address. The notice to be furnished by the Tenant shall be mailed to the Landlord at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify the Tenant of the time and date when the Premises is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in the Tenant's notice. In the event of sale or transfer of the Premises by Landlord, the Landlord shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Landlord shall be considered released by Tenant for all liability for the return of such Security Deposit and Tenant shall look to Landlord's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenant without the prior written consent of Landlord and any attempt to do so shall be void.

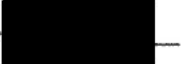
The Tenant shall have a right to receive, by first class mail, delivered to the last known address of the Tenant, a written list of the charges against the Security Deposit claimed by the Landlord and the actual costs, no later than forty-five (45) days after the termination of the tenancy. The Landlord shall be further obligated to return any unused portion of the Security Deposit, by first class mail, addressed to the Tenant's last known address within forty-five (45) days after the termination of the tenancy. Failure of the Landlord to comply with Maryland's Security Deposit Law may result in the Landlord being liable to the Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees.

Landlord shall furnish to Tenant upon lease signing a detailed list of common damages and corresponding charges hereinafter referred to as the Security Deposit Settlement Guide. Charge amounts are subject to change at any time without notice. Should a damage be incurred that is not listed on the Security Deposit Settlement Guide, Landlord reserves the right to charge the cost of labor and materials to remedy the damage. Should the total charges against the Tenant exceed the Security Deposit and accrued interest, Tenant shall be responsible for reimbursing the landlord.

2. DELIVERY DATE OF PREMISES: The Landlord has not guaranteed a specific delivery date for the Premises, and that the Tenant will only be charged Rent from the later of the commencement date specified at the beginning of this Lease or the date Landlord tenders possession of the Premises to Tenant.
3. BANK RETURNED CHECKS: Rent payments made by check which do not clear the bank cost the Landlord additional expenses for bookkeeping and clerical services and therefore, Tenant will pay to Landlord thirty five dollars (\$35.00) for bank returned checks.
4. DEFINITION OF RENT: All payments from Tenant to Landlord of any sums due to Landlord pursuant to the terms of this Lease, including, but not limited to, Court costs, shall be deemed Rent (hereinafter collectively, "Rent").
5. ADMINISTRATIVE AND ATTORNEY FEES: In the event Tenant, Tenant's family, agents, employees or guests violate any term or provision of this Lease (other than Section 30), or the rules and regulations thereof, Tenant shall pay to Landlord, in addition to any other

damages and expenses incurred by Landlord as a result thereof, an Administrative Fee, in the amount of 20% of the entire job cost but no less than \$100.00, to help defray Landlord's costs incurred in connection with having Tenant remedy such Lease violation. Should Landlord employ an attorney because of any such violation, the Tenant shall pay in addition to the aforesaid Administrative Fee, and not in lieu thereof, such reasonable attorney fees as are incurred by the Landlord. Tenant shall be liable for such attorney fees whether or not Landlord institutes legal proceedings. However, where legal proceedings are instituted by Landlord against Tenant, and said proceedings result in a monetary judgment in favor of Landlord, those reasonable attorney fees for which Tenant shall be liable to Landlord shall not be less than fifteen percent (15%) of said judgment.

6. WAIVER: The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, rule or regulation in any other lease by any other tenant.
7. COMPLIANCE WITH RULES AND REGULATIONS: The Tenant, Tenant's family, employees, agents and guests, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further rules and regulations as the Landlord may adopt. It is further agreed that the Landlord may modify these rules and regulations and that a violation of the rules and regulations is default under this Lease.
8. LEASE VIOLATIONS: If any of the representations made in Tenant's Lease Application are misleading or untrue, or if Tenant, Tenant's family, employees, agent(s) or guest(s) violate any provision of this Lease or any rule or regulation herein imposed, then Landlord may treat such representation or Lease violation as forfeiture under the terms of this Lease, with Tenant's possession of the Premises terminating on the date specified in Landlord's notice. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law. If Tenant's possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Tenant will remain liable to the Landlord for the Rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses), utility costs for the Premises for which Tenant, pursuant to the Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises. Tenant's proportionate share of advertising expenses shall be computed by dividing Landlord's total advertising expenses for the apartment community in which the Premises are located, for the shorter of the period of time in which the Premises remain vacant or the Lease term expires, by the number of vacant units in the apartment complex during that same period of time.
9. INTERRUPTION OF SERVICE: The Tenant will receive no Rent reduction, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, omission, negligence or other misconduct; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work.

Tenant's Initials: 

10. RIGHT OF ENTRY: Landlord has the right to enter the Premises at any time by master key or, if necessary, by force, to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Landlord's property, to enforce any provision of this Lease or to show the Premises to prospective future tenants or purchasers without being liable to prosecution therefore, and Tenant expressly waives any and all claims for damages of any kind resultant from Landlord's entry into the Premises, and Tenant absolutely releases Landlord for any and all such damages. Landlord will notify Tenant in writing or by telephone for any inspections or other visits to the Premises that the Tenant has not initiated except for maintenance visits. Landlord will attempt to make any visits to the Premises, Monday through Friday, from 7:00 a.m. to 7:00 p.m., but does not guarantee that visits may not occur at other times and/or days. Landlord does not make appointments or send notification for maintenance requests.
11. RE-ENTRY OF PREMISES: In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Tenant's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may relet the Premises for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the Tenant of the liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premises or storage area by the Tenant, after the Tenant has vacated.
12. ABANDONMENT: Abandonment of the Premises shall be deemed to have occurred when a) the Tenant has removed the majority of Tenant's furnishings from the Premises or when b) Tenant shall fail to reside in the Premises for a period in excess of two (2) weeks, without notifying Landlord of Tenant's extended vacation, from which Tenant will return to reside full time in the Premises.
13. REPAIRS: Landlord shall be responsible for repairs to the Premises, its equipment and appliances furnished by Landlord, except that Tenant agrees to pay the cost for all labor and material for repairs, travel time for Dominion Management personnel and applicable Administrative Fee as outlined in Section 5 of the Lease when the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment community, is in any part due to the actions and/or inactions of Tenant, Tenant's family, guests, agents or employees. This shall include any unnecessary service calls made when the professional contractor responds and finds nothing wrong with the problem reported.
14. DAMAGE TO PREMISES: In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's family, employees, agents or guests), the Landlord will repair the damage, the Rent being suspended only for such time as the Premises, in the sole opinion of Landlord, shall remain untenantable; but if the Premises are so damaged that the Landlord shall decide in Landlord's sole discretion that it is not advisable to repair the Premises with the Tenant occupying same, this Lease shall terminate and the Tenant shall only be liable for Rent to the date of damage.
15. SECTION HEADINGS AND NUMBERS: Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.
16. HEIRS AND ASSIGNS: This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Landlord and the heirs, administrators and those assigns of the Tenant who shall have been approved in accordance with Section 31 of this Lease.
17. NOTICES: All notices from Tenant to Landlord shall be sent by certified mail, return receipt requested, and addressed to Landlord at [REDACTED] All

Tenant's Initials: [REDACTED] \_\_\_\_\_

notices from Landlord to Tenant shall be delivered personally or to the Premises, or sent by First Class or Certified Mail, addressed to Tenant at the Premises. If more than one person shall be Tenant hereunder, notice given to or by any one of them shall bind all.

18. **AGENCY:** If any employee of Landlord's at Tenant's request, moves, handles or stores anything, or drives or parks Tenant's motor vehicle, then and in every case, such employee shall be deemed Tenant's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith.
19. **SUBORDINATION OF LEASE:** This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property of which the Premises leased hereby is a part and is subject and subordinate also to any extension, renewal, modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the Premises hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the Tenant automatically, without the necessity of executing any further document, will become the tenant of such successor in interest.
20. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between Landlord and Tenant, and can only be changed in writing, signed by both parties.
21. **SEVERABILITY:** If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.
22. **UTILITIES:** Tenant shall continuously maintain, in Tenant's name, gas and electricity for the Premises. Tenant will pay all charges for heat, gas and electricity used in the Premises during the term of this Lease, and any renewal or extension of this Lease. Owner shall pay all water and sewer bills for the Premises.

Any and all payments due for utilities, whether payable to the utility provider or to Landlord, shall be treated as additional Rent. Tenants residing in Apartments shall not pay for water utilities.

**TENANT AGREES THAT:**

23. **CONDITION OF PREMISES:** The Premises will be made available to Tenant such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants.
24. **EXISTING DAMAGES:** Landlord requires Tenant to attend a walkthrough with a representative of the Landlord prior to keys being given. Should Tenant find any defects with the property or repairs that need to be made during the walkthrough, Tenant shall disclose such items to Landlord's representative and have items written on the walkthrough report that is completed on site. Tenant is responsible for all charges incurred for any and all damages, cleaning, etc. after keys have been given unless noted on the initial walkthrough report and signed by both Landlord's representative and Tenant.

**TENANT AGREES THAT:**

25. **VEHICLE PARKING:** This Lease shall not confer upon Tenant, Tenant's agents, servants, employees, family or guests any right to park any motor vehicle in or on the Premises' parking facilities. Vehicles may not be parked on any surface except parking lot asphalt and/or parking

**Tenant's Initials:** [REDACTED]

pad(s) that are present adjacent to the leased premises. Vehicles, including motorcycles and mopeds, cannot be parked or stored inside the leased premises or on lawns, sidewalks, or other surfaces.

26. **PAYMENT OF RENT:** Tenant shall pay the Rent at the Landlord's office located at or at such other place as may be designated by the Landlord. Rent will be accepted by the Landlord Monday through Friday, between 9:00 a.m. to 5:00 p.m. Landlord does not have a drop box and does not accept payments unless made during regular business hours when open. Except as may otherwise be required by law, or by the Landlord, all rental payments made by Tenant to Landlord shall be by check or money order. Landlord does not accept starter checks or third party checks. Landlord does not accept cash. Once Landlord has filed an action for Failure to Pay Rent or Warrant of Restitution, payments in full will only be accepted if made by money order. No partial payments or checks will be accepted by Landlord from Tenant once a Failure to Pay Rent or Warrant of Restitution has been filed.

Any and all payments by any tenant of a property managed by Dominion Management, LLC shall be governed by this Addendum. There are no exceptions to the rules and agreements contained herein.

Cash is not accepted by Dominion Management, LLC or by anyone acting on behalf of Dominion Management, LLC under any circumstances. Dominion Management hereby disclaims any and all responsibility to Tenant for cash payments made. Tenant acknowledges and agrees that Dominion Management, LLC shall not be held responsible for any such cash payments.

Dominion Management, LLC shall not be responsible for any cash payments made by any tenant and Dominion Management, LLC shall not reimburse any tenant for cash payments made, nor shall the tenant receive any credit for cash payments made on account of rent, security deposit, or for any other charge or sum due under the Lease. Any receipts purporting to evidence cash payments will not be honored by Dominion Management, LLC.

Tenant shall pay Rent, security deposit, application fees, water bills, citations, BGE fees, or any other sums due pursuant to the Lease by certified bank check, personal check or money order, each made payable to Dominion Management, LLC, with all sections of a money order properly and completely filled in to make the money order payable to Dominion Management, LLC.

In the event that Tenant makes a payment due pursuant to the Lease by personal check, and said personal check does not clear Tenant's bank for any reason, Tenant will be charged a \$35.00 returned check fee. Should Tenant issue two personal checks in any twelve month period which checks do not clear Tenant's bank for any reason, Dominion Management, LLC will no longer accept Tenant's personal check, and only bank/certified checks or duly filled in money orders will be accepted.

Dominion Management, LLC never sends a representative to Tenant's rented property to collect rent or any monies due. Do not pay anyone alleging to be a representative of Dominion Management, LLC who comes to your rented property under any circumstances.

Tenant shall make all payments due under the Lease by mailing their check or money order to Dominion Management, LLC at [REDACTED] or by delivering any such payments to said address by personal delivery or overnight mail.

Should Landlord employ an Agent to institute proceedings related to Rent and/or repossession of the Premises for non-payment of any installment of Rent, and should such Rent be due and owing as of the filing of said proceedings, Tenant shall pay to Landlord the reasonable costs incurred by Landlord in utilizing the services of said Agent.

27. **LATE CHARGE:** Tenant will pay, as additional rent, a charge of five (5%) percent of the monthly rental as a late charge in the event that Tenant shall fail to pay, both while occupying the Premises and after vacating same, an installment of the Rent for a period of four (4) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Landlord's right to institute proceedings for Rent, damages and/or repossession of the Premises for non-payment of any installment of Rent. As a courtesy to Tenant, Landlord will allow an additional business day to pay the monthly rent due without penalty if the 5<sup>th</sup> of the month falls on a weekend or national holiday.
28. **NOISE & BEHAVIOR:** Tenant will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, employees, agents and/or guests; nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or Landlord. Tenant will not permit to enter the Premises or to remain therein any person of bad or loose character or of improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice.
29. **ILLEGAL DRUGS:** If Tenant, Tenant's family, employees, agents and/or guests, engage in, permit or facilitate any drug-related criminal activity on or about the Premises, Tenant will be deemed to have substantially and materially breached this Lease Agreement with such breach being grounds to terminate Tenant's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended) or of a "Controlled dangerous substance" as defined in Article 27, Section 279 of the Annotated Code of Maryland, or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a Controlled dangerous substance or controlled substance.
30. **ALTERATIONS TO PREMISES:** Tenant will leave the Premises at the end of the Lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted, and will not, without written permission of the Landlord, make any alterations, additions or improvements (including painting and papering) to the Premises. Notwithstanding the above, any alterations, additions or improvements of a permanent nature which may be made to the Premises shall, at the expiration of the Lease term, or any renewal or extension thereof, be the property of the Landlord and remain with the Premises.
31. **SURRENDER OF PREMISES:** If the Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Tenant will make good to the Landlord all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises.
32. **WAIVER OF BREACH:** Receipt by the Landlord of Rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.
33. **INDEMNIFICATION:** Tenant agrees to indemnify, defend and save harmless the Landlord against all liability, costs and expenses, including attorneys' fees, and including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Tenant, or by the act or omission of the family, guests, agents or employees of the Tenant.
34. **LIABILITY OF LANDLORD:** Landlord shall not be liable for any injury, damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to and solely

caused by the gross negligence or willful misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other tenants shall not subject Landlord to any liability. Tenant shall indemnify, defend and save harmless Landlord from any claim or liability from which Landlord is hereby exonerated. Tenant expressly releases Landlord for any and all claims, causes of action and for liability for any damages arising from or related to any action or inaction of Landlord, unless damages are solely caused by Landlord's gross negligence or willful misconduct.

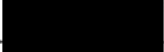
35. TENANT HOLDING OVER: Subject to the Automatic Renewal Provisions of this Lease, if Tenant shall continue to occupy the Premises after the expiration of this Lease, or any renewal or extension thereof, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to the Tenant holding over, which shall continue until either party shall mail notice to the other at least two (2) months prior to the end of any calendar month, that the party giving such notice elects to terminate such month-to-month tenancy at the end of such calendar month, in which event such tenancy shall so terminate and Tenant shall promptly vacate the Premises. As long as the Tenant is in possession of the Premises, all of the obligations of the Tenant and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.
36. CONDEMNATION: In the event the Premises or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.
37. INSURANCE: During the term of this Lease, and any renewal or extension thereof, Tenant shall, at Tenant's sole cost and expense, purchase renter's form homeowner's insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$500,000.00 each occurrence and \$5,000.00 in medical payments coverage; and further, providing coverage to keep Tenant's personal property on and in the Premises insured for the benefit of Tenant against loss or damage resulting from broad form named perils on a replacement cost basis. If Tenant fails to obtain the aforementioned insurance, Landlord will not be responsible for any damages not directly caused by Landlord. Damages caused by weather elements and the like will not be the responsibility of the Landlord. Tenants are responsible for obtaining the aforementioned insurance, and taking reasonable steps to secure their possessions against damages, generally, and against water damage, specifically. In addition, Landlord will not be held responsible for water damage to possessions in basements where Tenants have failed to perform general maintenance and keep rain gutters, sewers, drains, and other fixtures clear and free of obstruction.
38. TENANT INDEMNIFICATION: Tenant shall indemnify and save Landlord harmless from all liability, damage or expense incurred by Landlord as a result of death or injury to persons, or damage to property (including the Premises) where this Lease Agreement required the Tenant to procure insurance for said liability, damage or expense, and Tenant failed to do so.
39. PREJUDGMENT INTEREST: If Tenant violates this Lease Agreement and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than ten percent (10%) per annum, on the amount due Landlord, from the date the Landlord mails its written list of damages to Tenant.
40. QUIET ENJOYMENT: The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is that established by Section 8-204 of the Real Property Article of the Annotated Code of Maryland.

Tenant's Initials:





41. **SMOKE DETECTOR/CARBON MONOXIDE:** Landlord has installed smoke detectors and carbon monoxide detectors according to code in the Premises and ensured that said detector(s) is in good condition and proper working order as of the beginning of the Lease term. Tenant agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord. Tenant assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector(s) which Tenant shall not have specifically reported to Landlord. Tenant acknowledges herein the terms and conditions of the Smoke Detector Addendum to this Lease, including in this Lease folder, the terms of which are incorporated by reference herein. Tenant holds responsibility for ensuring that all smoke and carbon monoxide detectors are in their proper place with working batteries and agrees not to remove or dismantle said detectors. Failure to comply, shall result in an Administrative Fee of no less than \$100.00 as outlined in Section 5 of the Lease. Tenant may further be charged for batteries and/or new detectors and for the maintenance technician's time to install.
42. **ENVIRONMENTAL CONTROL:** Tenant shall, upon demand, reimburse Landlord the cost of any fine or penalty, and any reasonable attorney fees, paid or incurred by Landlord as a result of, or evolving out of, an Environmental Citation or a decision of the Baltimore City Environmental Control Board, a panel of the Board, or one of its hearing officers, when the violation is a result of any alleged act or omission of the Tenant or the Tenant's family, agents, employees, guests or invitees, or where the building in which the Premises is located is a single family dwelling and the act or omission which resulted in the issuance of the Environmental Citation was not the Landlord's responsibility under this Lease Agreement and was not committed by the Landlord. Landlord reserves the right to pay the citation without contesting the alleged events, and thereby bind Tenant to reimburse Landlord without allowing Tenant to dispute the citation and underlying basis alleged for its issuance. Any sums due under this provision to Landlord shall be considered Additional Rent and due upon demand. Tenant shall pay any and all Environmental Citations which come into Tenant's possession and/or are mailed to the Premises and are received by Tenant in the mail.
43. **GUEST RESTRICTIONS:** At any time during the term of this Lease, and any renewal or extension thereof, Landlord, in Landlord's sole and absolute discretion for any reason or for no reason, shall have the right to prohibit designated social guests and/or invitees of Tenant or other occupants of the Premises from entering upon Landlord's property, including both the Premises and lands surrounding the Premises.
44. **PEST CONTROL:** If Landlord notifies Tenant of a scheduled extermination of the Premises, and Tenant fails to prepare the Premises for such extermination in accordance with Landlord's instructions, Tenant acknowledges that by Tenant's failure to comply with Landlord's instructions, Tenant will have prevented Landlord's exterminator from properly exterminating the building in which the Premises are located. Under such circumstances, Tenant acknowledges that Tenant will be liable for any damages or losses sustained by Landlord as a result thereof and that Tenant will have materially and substantially breached this Lease Agreement. Extermination services are provided by an outside contractor, not by Landlord directly, and requests for appointments or scheduled times for service cannot be accommodated. Service schedule is set by the outside contractor. Extermination services are not provided by Landlord or its contractor for ants, roaches or any other insect, except by the sole discretion of the Landlord. Should the outside contractor report to Landlord any suspicion that the need for extermination could have been prevented by Tenant either by better maintaining the property, throwing away trash, or otherwise, Tenant assumes responsibility for the charge of the extermination.
45. **AS-IS CONDITION:** Tenant acknowledges that Tenant has had an adequate opportunity to inspect the physical condition of the Premises prior to signing this Lease and Tenant agrees that the condition of the Premises is acceptable, and Tenant is taking occupancy of the

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Premises in "AS-IS" condition, with all faults and defects, as same exist as of the date this Lease is signed by Tenant.

TENANT AGREES NOT TO:

1. PETS: Keep any pets in or about the Premises except fish, birds, or one cat. Any other pet must be approved by Landlord. No pet sitting is allowed. If any unapproved animal is reported to be present at the property and Tenant has not sought written approval from Landlord to keep such pet, Landlord may at any time demand the animal be removed from the premises. All pets must be properly contained during maintenance calls and at Landlord's request.
2. APPLIANCES: Install any washing machines, dryers, dishwashers, air conditioners or other appliances in the Premises without the express prior written permission of Landlord.
3. FURNITURE: Keep any water-containing furniture in the Premises.
4. WALLS AND WOODWORK: Drive nails into the woodwork or walls of the Premises.
5. WALLPAPER, PAINT AND MIRRORS: Apply contact paper, wallpaper or mirrors to the Premises and will not change the type or color of paint within the Premises from that utilized by Landlord.
6. PORTABLE HEATERS: Store, install or operate, in or about the Premises, unvented, portable kerosene-fired heaters or any other portable space heaters unless such a space heater is expressly approved by Landlord in writing or unless a space heater is provided by Landlord to Tenant. In emergency maintenance cases where Landlord, maintenance staff and/or its agents cannot fix the heating problem, Landlord reserves the right to install portable electric radiator heaters that comply with the Baltimore City Code.
7. LOCKS: Change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written permission of the Landlord. Upon termination of the tenancy, all keys to the Premises must be returned to the Landlord. If Tenant shall fail to comply with this Rule, Tenant shall pay Landlord \$40.00 for reimbursement of the cost of changing or re-keying the locks plus labor and travel for technician's time. Should Tenant be locked out of the Premises, Landlord will send representative to let Tenant into the property with proof of identification. Charge for such trip will be \$50.00 plus labor and travel for technician's time.
8. PERSONAL BELONGINGS: Leave any personal belongings (including lawn furniture) in the parking areas, lawn areas or other lands surrounding the Premises.
9. APPLIANCES & UTILITIES OBSTRUCTIONS: Misuse or overload appliances or utilities furnished by the Landlord.
10. OBSTRUCTIONS: Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
11. ADVERTISING: Display any advertisement, sign, or notice, inside or outside the Premises.
12. WIRES AND ANTENNAS/SATELLITE DISHES/DIRECT TV: Tenant may not install any wire, cable, antenna or satellite dish for radio, television or other purposes, in or on the Premises, except to the extent authorized by the Federal Communications Commission and only after compliance with Landlord's Notice of Intent to Install Antenna/Satellite Dish on Exclusive Use Area (a copy of which is available from Landlord upon request). Tenant may not install "Direct TV" or any similar television provision service on or at the Premises. Tenant may not drill holes in the roof, outside walls, balcony railings or windows without prior written permission from Landlord. Landlord prefers that Tenant

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have contractor and/or agent of wire, cable, antenna or satellite dish company and/or its installer install a pole in the grass area if Landlord's land behind the premises to mount the necessary dish and/or hardware.

13. FIRE RISK: Store in the Premises or any storage area any material of any kind or description that is combustible, or would increase the risk of fire.
14. LITTER: Litter or obstruct the grounds around the Premises.
15. LAWS AND INSURANCE: Do anything that would violate any law or increase the insurance rates on the Premises.
16. THROWING OF ARTICLES: Throw, or allow to be thrown, anything out of the windows or doors or down the passages of the building, or from the balconies or patios.
17. WINDOW SILLS AND FIRE ESCAPES: Place anything on the outer edges of the sills of windows or on any fire escape.
18. FRONT STEPS: Permit Tenant or Tenant's family, employees, agents or guests to sit upon the front steps to the Premises or permit any loitering in the front entry area to the Premises in an apartment dwelling.
19. AUTOMOBILES: Wash, rinse, wax, service or repair any motor vehicle on the lands surrounding the Premises.
20. CLEANING OF RUGS, MOPS, ETC.: Shake or clean any tablecloths, rugs, mops or other articles from any of the windows, doors or landings of the Premises. No rugs, blankets or comforters may be cleaned in any washing machines on the Premises.
21. STORM DOORS: Damage, remove or alter in any way the storm doors placed on any doorway to the Premises by Landlord.
22. CHARCOAL GRILL: Use or store any charcoal or gas grills or other open flame cooking devices on balconies or patios. All charcoal or gas grills must be used at least 10 feet from the back entrance of the Premises.
23. DAY CARE CENTER: Provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision to children not related to the Tenant by blood.
24. REMOVAL OF ENCUMBRANCES: Encumber nor obstruct the sidewalks adjoining the Premises, nor allow the same to be obstructed or encumbered in any manner.
25. BEDROOMS: Erect a bedroom in any area of the Premises that is not designated as a bedroom during the initial inspection (walk-through) of the Premises before move-in.
26. OUTDOOR POOLS: Tenant is allowed to have only one outdoor plastic, vinyl or other material, kiddie pool, which must be less than 4' by 6' in length and width dimensions and/or may not exceed 18 inches in height, and must be under parental supervision at all times when in use or filled with water. Such pools must be emptied or covered at all times when not in use or be subject to removal at the written request of Landlord. Landlord is not responsible for the upkeep, maintenance, or proper supervision in use and monitoring of such pools.

TENANT AGREES TO:

1. GARBAGE & RUBBISH: Acquire a trash receptacle for placing trash out for collection and place Tenant's garbage and rubbish for disposal only as Landlord directs.

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2. LAWN CARE & SNOW REMOVAL: Maintain a neat and well-groomed lawn during the spring and summer months and pay any and all fines and violations incurred in relation to overgrown grass, shrubs and/or bushes. Tenant also agrees to remove all snow from the Premises (unless in a multi-unit).
3. CONDITION OF PREMISES: Keep the Premises in a neat, clean, good and sanitary condition.
4. BALCONIES AND PATIOS: Keep any balconies and patios of the Premises or on lands surrounding the Premises free of all personal belongings, except that Tenant may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner.
5. WINDOWS/DRAPERIES/BLINDS: Keep the blinds/miniblinds in good order and repair, and keep all window coverings clean and keep all windows unobstructed. Tenant will be responsible for cost of replacement of identical blinds if blinds are not returned in good working order at conclusion of the Lease Agreement.
6. LOCK-OUT: Pay a \$50.00 service charge to Landlord each time that Tenant locks himself/herself out of the Premises, and requests Landlord's assistance in gaining entry to the Premises. Tenant will also be billed for labor and travel time.
7. PAINT: Notify Landlord of any flaking or chipping paint found either on the inside or the outside of the Premises.
8. LIGHT BULBS: Replace, at Tenant's sole cost and expense, all light bulbs for light fixtures within the Premises. Reasonable accommodations will be provided by Landlord for installation of replacement light bulbs in rental premises with high ceilings and/or for handicapped, disabled, and/or elderly tenants. Tenant agrees to pay for the cost of all light bulbs, technician's labor and travel time, electrician's bill and Administrative Fee as explained in Section 5 of the Lease if Tenant reports an electrical problem that turns out to be a simple light bulb change.

#### AUTOMATIC RENEWAL OF LEASE

The tenancy of Tenant created under this Lease shall continue for a period of month to month after its expiration, subject to the same covenants, agreements, rules and regulations as are herein set forth, unless Landlord mails to Tenant or Tenant mails to Landlord written notice (sent in accord with Section 19 of this Lease), at least sixty days (60) prior to the expiration date of the then existing term, of said Landlord's or Tenant's intention not to renew this Lease. If the Landlord mails a notice to the Tenant of its intention to not renew the Lease, and in said notice offers the Tenant a new Lease term pursuant to the terms and conditions therein contained which terms and conditions may vary from the terms of the present Lease, and if the Tenant does not otherwise notify the Landlord (in accord with Section 19 of the Lease) within thirty (30) days of the mailing of the Landlord's notice of the Tenant's intent not to renew the Lease, the Tenant shall be considered as Tenant under the terms and conditions specified in the Landlord's notice. If more than one person shall be Tenant hereunder, notice given to or by any one of them shall bind all.

#### TRANSFERRING TO ANOTHER DOMINION RENTAL

If after the Lease term has concluded, tenant desires to move to another Dominion Management rental, Tenant must first submit a sixty (60) day notice to vacate the Premises. If Tenant does not have an outstanding balance or other unfulfilled obligations to Landlord, Landlord will approve of the sixty (60) day notice. Landlord's leasing agent will not show any property or guarantee approval of transfer to any other Dominion Management until an inspection of the Premises is performed. If Landlord finds condition of the Premises satisfactory, Landlord will agree to show Tenant another property. Landlord will at no point guarantee or hold a property for any Tenant prior to receipt of the sixty (60) day notice and execution of the inspection of the Premises. Tenant will be required to pay a security

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deposit for the second property. Security Deposits do not transfer from one house to another. Landlord reserves the right to, at any time, decide not to rent another property to Tenant.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

WITNESS/ATTEST: Dominion Management, LLC, agent for

Printed Name, Agent of Owner

Signature, Agent of Owner

Printed Name, Tenant

Signature, Tenant

Tenant's Initials